

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement"), is made effective as of December 20, 2020 (the "Effective Date"), by and between **Epluno Global Services, LLC** (referred to herein as "Buyer") a limited liability company duly organized and existing entity under the laws of the State of Ohio, and **Bluhorne, LLC** (referred to herein as "Seller"), a limited liability company duly organized and existing under the laws of the State of Florida (Seller and Buyer each being a "Party" and together the "Parties").

Recitals:

Buyer will purchase from Seller and Seller will sell to Buyer certain product(s) as described herein.

WHEREAS, as of November 11, 2020 the Seller's Products, remains on the FDA Approved List;

Now therefore, in consideration of the foregoing recitals and the mutual covenants, representations, warranties, conditions, and agreements contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Definition of Product and Purchase Order

The term "Product" means those items for which Buyer has issued a purchase order to Seller ("Purchase Order"), such Purchase Order attached hereto and incorporated herein. In particular, Buyer's Purchase Order refers to the attached Purchase Order:

Date:	December 20, 2020
Quantity:	2,000,000 Boxes of Nitrile Exam Gloves Medcare
Sizes:	Nitra Force (100 gloves per box) 10% Small, 40% Medium, 40% Large, 10% X-Large
Price per Box:	\$10.50 USD by Sea or: \$10.50 USD by Air **Air price subject to market shipping rates
Total Amount:	\$21,000,000.00 USD
25% Deposit:	\$5,250,000.00 USD
Destination:	Via Sea to Port of Long Beach or Via Air to any International Airport
Penalty Fee:	A mutual Non-Performance penalty of 2% (to a maximum of \$420,000.00 USD, with balance of deposit to be refunded back to buyer from escrow in the event of non-payment) Buyer to wire transfer deposit by 3PM EST on 12/21/2020 to seller. The same Non-Performance penalty applies if buyer does not receive goods from seller per the terms of the fully executed purchase agreement.

Date: Buyer and Seller, and Seller's Acceptance (as defined herein) occurs, excluding the day the purchase agreement is executed.

2. Term

The term of this Agreement shall commence on the Effective Date stated above.

3. Issuance of Purchase Order

The Purchase Order issued by Buyer to Seller shall be governed by and be deemed to include the provisions of this Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the terms of the Purchase Order, the terms and conditions of this Agreement shall prevail.

4. Packing, Shipping, Delivery, and Title

- (a) All items shall be packed, marked, and shipped in a commercially reasonable manner.
- (b) Buyer has no responsibility for any tax liability pertaining to this transaction.
- (c) Seller shall secure the Product delivered from foreign suppliers to the Destination, CIF Incoterms 2020/DDP. Buyer shall be responsible for any sales taxes, VAT taxes, and personal or ad valorem taxes.
- (d) Each shipment shall require the following documents (referred to herein as the "Shipping Documents"):
 - (1) Original certificate of quality issued by SGS, an independent inspection company;
 - (2) Original certificate of origin;
 - (3) Bill of lading, airway bill, or other transport document;
 - (4) Original commercial invoice;
 - (5) Packing list; and
 - (6) Certificate of freight prepaid and clear.

Notwithstanding anything to the contrary within, transfer of title to the Product occurs when the Seller has been paid 100% of the Total Amount Due (\$21,000,000.00) USD.

5. Payment Terms

- (a) A mutual Non-Performance penalty of 2% (to a maximum of \$420,000.00 USD, with balance to be refunded back to buyer from escrow in the event of non-payment) if buyer does not wire transfer 25% deposit by 3PM EST on 12/21/2020 to seller. The same Non-Performance penalty applies if buyer does not receive goods from seller per the terms of the fully executed purchase agreement. In the event of a Force-Majeure (as defined herein) the Mutual Non-Performance penalty is unenforceable.

Total Amount Due (\$21,000,000.00) USD.

6. Breach of the Agreement

(a) A mutual Non-Performance penalty of 2% (to a maximum of \$420,000.00 USD, with balance to be refunded back to buyer from escrow in the event of non-payment) if buyer does not wire transfer 25% deposit by 3PM EST on 12/21/2020 to seller. The same Non-Performance penalty applies if buyer does not receive goods from seller per the terms of the fully executed purchase agreement.

(b) Seller to schedule inspection with Buyer 24-48 hours prior to inventory clearing customs. Final payment (balance of 75% or \$15,750,000.00 USD) to be wire transferred within 24 hours of the inventory clearing customs.

7. Legal Provisions

(a) Warranty. Seller warrants to Buyer that all products delivered- 2,000,000 Boxes of Nitrile Exam Gloves Medcare Nitra Force (100 gloves per box) 10% Small, 40% Medium, 40% Large, 10% X-Large - shall be free from defects in materials and workmanship, that all product will conform to the requirements of the Purchase Order including, but not limited to, the applicable descriptions and specifications. Except for the warranty contained in this paragraph, such products are sold "as is, where is," without any warranty of merchantability of fitness for a particular purpose.

(b) Confidential Information. Both parties shall regard as highly confidential all information developed by or communicated to it in the course of or in connection with its performance under this Agreement, and shall not, without the non-disclosing party's prior, express, and written approval, make any oral or written disclosure of the confidential information, either during or after the term of this Agreement, except to the disclosing party's employees and other authorized persons who may be designated to work with such party in performing under this Agreement.

(c) Notices. All notices and other communications required or authorized under this Agreement shall be given in writing either by personal delivery, facsimile, by email or by certified mail, as follows:

Buyer: Epluno Global Services, LLC
4501 Lyons Road
Miamisburg, OH 45342
Paul Scapatici
Tel: (800) 249-5275
www.epluno.com

Seller: Bluhorne, LLC
215 Hendricks Isle
Ft. Lauderdale, FL 33301
Tel: (305) 202-4114
Email: kc@bluhorne.com

(d) Compliance With Laws. In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties. Further, both parties agree and warrant that in the performance of their obligations under this Agreement, they shall not take any action which will render the other party liable for a violation of the U.S. Foreign Corrupt Practices Act, which prohibits the offering, giving, or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or Buyer in obtaining or retaining business.

(e) Partial Invalidity. If any provisions of this Agreement or of any Purchase Order is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

(f) Modification. Oral statements and understandings are not valid or binding, and neither this Agreement nor any Purchase Order shall be changed or modified except by a writing signed by both parties.

:

(g) Governing Law and Disputes. This Agreement is subject to, and to be construed in accordance with, Florida law. Any claims or disputes arising out of or relating to this Agreement shall be settled by arbitration in Miami Dade-County, Florida, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The foregoing agreement to arbitrate shall be specifically enforceable, and the award rendered by the arbitrators shall be final and binding on the parties hereto and the judgment may be entered upon any such award.

(h) Force Majeure. No party shall be liable for damage or delay caused by events beyond the reasonable control of the party, including, but not limited to, fire, explosion, flood, power failure, disruptions of telecommunications or other casualty accident, earthquake, landslide, hurricane, tropical storm, or other natural disaster, acts of war, blockade, boycott, strike, lockout, pandemic, embargo, lockdown, existing or future legislation or regulation or any action of any authority.

Each party to this Agreement has executed as of the Effective Date in multiple counterparts, each of which shall be treated as an original.

BUYER:


Epluno Global Services, LLC

By: _____

Paul Scapatici, Authorized Agent

SELLER:

BLUHORNE, LLC

By: _____

Kenley Alexander Cervera, Authorized Agent

